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13 UNITED STATES DISTRICT COURT

14 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA

15 SAN FRANCISCO

16	LANEY NELSON,)	Case No. CV 11-2756 RS
17	Plaintiff,)	STIPULATION AND [PROPOSED] ORDER REGARDING FILING OF SECOND AMENDED COMPLAINT AND LIMITATION ON SCOPE OF DISCOVERY
18	v.)	
19	SANOFI AVENTIS U.S., LLC and DOES 1)	
20	through 10, inclusive,)	
21	Defendant.)	

22
 23 Plaintiff Laney Nelson (“Plaintiff”) and Defendant sanofi-aventis U.S. LLC
 24 (“Defendant”) (collectively the “Parties”), by and through their counsel of record, hereby
 25 stipulate and agree as follows:

26 WHEREAS, on February 11, 2011 Plaintiff filed a Complaint in the Superior Court of
 27 California, County of Alameda alleging the following causes of action: (1) sex and age
 28

1 discrimination; (2) harassment (sex and age) and retaliation; (3) failure to prevent discrimination,
2 harassment and retaliation; and (4) failure to pay compensation due.

3 WHEREAS, on April 20, 2011, Plaintiff dismissed individual defendant Thomas Star
4 from the Complaint and on May 6, 2011 filed a First Amended Complaint asserting the
5 following causes of action: (1) sex discrimination; (2) age discrimination; (3) retaliation; (4)
6 failure to prevent discrimination, harassment, and retaliation; and (5) failure to pay compensation
7 due.

8 WHEREAS, on June 6, 2011, Defendant removed this action to the Northern District of
9 California;

10 WHEREAS, Plaintiff's First Amended Complaint contains allegations dating back to
11 1999 and Defendant contends that many of those allegations are barred by Plaintiff's failure to
12 exhaust her administrative remedies and the statute of limitations;

13 WHEREAS, the Parties have been engaged in meet and confer efforts to narrow the
14 allegations at issue and to reach an agreement as to limitations on the scope of electronic
15 discovery and discovery concerning periods outside of the statute of limitations period; and

16 WHEREAS, Plaintiff has agreed to narrow the scope of her allegations in her complaint
17 and to narrow the scope of her electronic discovery and discovery as to the allegations that
18 Defendant contends are time barred (as set forth herein).

19 IT IS HEREBY STIPULATED by the Parties herein, through their counsel of record, as
20 follows:

21 1. The Parties agree that Plaintiff may file the Second Amended Complaint, attached
22 hereto as Exhibit A, following the Court's approval of this Stipulation.

23 2. The Parties agree that Defendant will have twenty-five (25) days from the date of
24 service of Plaintiff's Second Amended Complaint (*i.e.*, 25 days after Plaintiff files her Second
25 Amended Complaint following the Court's approval of this Stipulation, plus three days for
26 service via electronic filing) to answer or otherwise respond (*e.g.* by motion) to Plaintiff's
27 Second Amended Complaint.

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1 3. Plaintiff agrees that her discovery requests relating to alleged adverse actions will
2 be limited to those actions that took place during the time period of February 25, 2009 to August
3 2, 2010.

4 4. By entering into this Stipulation, the Parties do not waive their right to object to
5 discovery requests (and withhold documents/information) on any other ground, as appropriate,
6 including, without limitation, privacy, confidentiality, attorney-client privilege, attorney work
7 product, overbreadth and burden, and reasonable accessibility. Additionally, Defendant
8 expressly reserves its right to seek cost-shifting with respect to electronic discovery pursuant to
9 applicable law. Further, this Stipulation should not be construed as (and is not) an admission by
10 either Party that discovery requests pertaining to information and/or documents not excluded by
11 this Stipulation are appropriate, relevant and/or admissible.

12 5. The Parties further agree that if Plaintiff uncovers reliable information of
13 substantial importance that is excluded from discovery pursuant to this Stipulation, but for which
14 Plaintiff reasonably believes discovery is necessary for the prosecution of this action, Plaintiff
15 shall notify the Defendant immediately of the believed need for such additional discovery. The
16 Parties shall promptly meet and confer as to the requested exception to this Stipulation and
17 attempt to reach an agreement. If the Parties are unable to reach an agreement as to the
18 additional discovery, Plaintiff may move to compel disclosure or discovery pursuant to Local
19 Rule 37-1 and 37-2. By entering into this agreement, Defendant does not waive, and expressly
20 reserves, its right to oppose any motion to compel brought by Plaintiff pursuant to this
21 Paragraph. The Parties agree that this Stipulation shall provide Defendant an independent
22 ground for objecting to a discovery request that does not comport with the Stipulation's terms
23 and for withholding information and/or documents (pursuant to this Stipulation's terms). As a
24 result, any motion made by Plaintiff pursuant to this Paragraph must set forth and establish,
25 based on reliable information, that the additional discovery sought is of substantial importance
26 and that discovery is necessary for the prosecution of this action (in addition to addressing any
27 other objections asserted in response to such discovery).

